

1 Marc M. Seltzer (54534)
2 mselitzer@susmangodfrey.com
3 Argie L. Mina (331617)
4 amina@susmangodfrey.com
5 SUSMAN GODFREY L.L.P.
1900 Avenue of the Stars, Suite 1400
Los Angeles, California 90067-6029
Phone: (310) 789-3100
Fax: (310) 789-3150

6 Harry P. Susman (*pro hac vice*)
hsusman@susmangodfrey.com
7 SUSMAN GODFREY L.L.P.
1000 Louisiana, Suite 5100
8 Houston, Texas 77002-5096
Phone: (713) 651-9366
9 Fax: (713) 654-6666

10 || Attorneys for Plaintiff Keto5 Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

KETO5 INC.,

Plaintiff,

V.

BARIATRIX NUTRITION CORPORATION.

Defendant.

Case No. 2:23-CV-07936-JLS-E

STIPULATED PROTECTIVE ORDER

1 **I. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may be
5 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
6 the following Stipulated Protective Order. The parties acknowledge that this Order
7 does not confer blanket protections on all disclosures or responses to discovery and
8 that the protection it affords from public disclosure and use extends only to the
9 limited information or items that are entitled to confidential treatment under the
10 applicable legal principles. The parties further acknowledge, as set forth in Section
11 XIII(C), below, that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the Court to file material under seal.

15 **II. GOOD CAUSE STATEMENT**

16 This action is likely to involve trade secrets, customer and pricing lists and
17 other valuable research, development, commercial, financial, technical and/or
18 proprietary information for which special protection from public disclosure and from
19 use for any purpose other than prosecution of this action is warranted. Such
20 confidential and proprietary materials and information consist of, among other
21 things, confidential business or financial information, information regarding
22 confidential business practices, or other confidential research, development, or
23 commercial information (including information implicating privacy rights of third
24 parties), information otherwise generally unavailable to the public, or which may be
25 privileged or otherwise protected from disclosure under state or federal statutes, court
26 rules, case decisions, or common law.

27 Accordingly, to expedite the flow of information, to facilitate the prompt
28 resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the
 2 parties are permitted reasonable necessary uses of such material in preparation for
 3 and in the conduct of trial, to address their handling at the end of the litigation, and
 4 serve the ends of justice, a protective order for such information is justified in this
 5 matter. It is the intent of the parties that information will not be designated as
 6 confidential for tactical reasons and that nothing be so designated without a good
 7 faith belief that it has been maintained in a confidential, non-public manner, and there
 8 is good cause why it should not be part of the public record of this case.

9 **III. DEFINITIONS**

10 A. Action: This pending federal lawsuit, *Keto5 Inc. v. Bariatix Nutrition*
 11 *Corporation*, Case No. 2:23-cv-07936-JLS-E, filed September 22, 2023.

12 B. Challenging Party: A Party or Non-Party that challenges the designation
 13 of information or items under this Order.

14 C. “CONFIDENTIAL” Information or Items: Information (regardless of
 15 how it is generated, stored or maintained) or tangible things that qualify for protection
 16 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 17 Cause Statement.

18 D. Counsel: Outside Counsel of Record and House Counsel (as well as
 19 their support staff), and third-party litigation support specialists and experts hired by
 20 the parties or their counsel of record to assist in the Action.

21 E. Designating Party: A Party or Non-Party that designates information or
 22 items that it produces in disclosures or in responses to discovery as
 23 “CONFIDENTIAL.”

24 F. Disclosure or Discovery Material: All items or information, regardless
 25 of the medium or manner in which it is generated, stored, or maintained (including,
 26 among other things, testimony, transcripts, and tangible things), that are produced or
 27 generated in disclosures or responses to discovery in this matter.

28 G. Expert: A person with specialized knowledge or experience in a matter

1 pertinent to the Action who has been retained by a Party or its Counsel to serve as an
2 expert witness or as a consultant in this Action.

3 H. House Counsel: Attorneys who are employees of a party to this Action
4 in their role as attorneys. House Counsel does not include Outside Counsel of Record
5 or any other outside counsel. For clarity, Steve Drimmer is not “House Counsel” for
6 Keto5.

7 I. Non-Party: Any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 J. Outside Counsel of Record: Attorneys who are not employees of a party
10 to this Action but are retained to represent or advise a party to this Action and have
11 appeared in this Action on behalf of that party or are affiliated with a law firm which
12 has appeared on behalf of that party, and includes support staff.

13 K. Party: Any party to this Action, including all of its officers, directors,
14 employees and consultants.

15 L. Producing Party: A Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 M. Professional Vendors: Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 N. Protected Material: Any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 O. Receiving Party: A Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 **IV. SCOPE**

26 A. The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.

3 B. Any use of Protected Material at trial shall be governed by the orders of
4 the trial judge. This Order does not govern the use of Protected Material at trial.

5 **V. DURATION**

6 Even after final disposition of this litigation, the confidentiality obligations
7 imposed by this Order shall remain in effect until a Designating Party agrees
8 otherwise in writing or a court order otherwise directs. Final disposition shall be
9 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
10 or without prejudice; and (2) final judgment herein after the completion and
11 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
12 including the time limits for filing any motions or applications for extension of time
13 pursuant to applicable law.

14 **VI. DESIGNATING PROTECTED MATERIAL**

15 A. Exercise of Restraint and Care in Designating Material for Protection

16 1. Each Party or Non-Party that designates information or items for
17 protection under this Order must take care to limit any such designation
18 to specific material that qualifies under the appropriate standards. The
19 Designating Party must designate for protection only those parts of
20 material, documents, items, or oral or written communications that
21 qualify so that other portions of the material, documents, items, or
22 communications for which protection is not warranted are not swept
23 unjustifiably within the ambit of this Order.

24 2. Mass, indiscriminate, or routinized designations are prohibited.
25 Designations that are shown to be clearly unjustified or that have been
26 made for an improper purpose (e.g., to unnecessarily encumber the case
27 development process or to impose unnecessary expenses and burdens
28 on other parties) may expose the Designating Party to sanctions.

3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (see, e.g., Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

2. Designation in conformity with this Order requires the following:

a. For information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

b. A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before

producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or

1 delay of the litigation, a Party does not waive its right to challenge a confidentiality
2 designation by electing not to mount a challenge promptly after the original
3 designation is disclosed.

4 B. Meet and Confer

5 The Challenging Party shall initiate the dispute resolution process under Local
6 Rule 37.1 et seq.

7 C. The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 **VIII. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 A. Basic Principles

16 1. A Receiving Party may use Protected Material that is disclosed or
17 produced by another Party or by a Non-Party in connection with this
18 Action only for prosecuting, defending, or attempting to settle this
19 Action. Such Protected Material may be disclosed only to the categories
20 of persons and under the conditions described in this Order. When the
21 Action has been terminated, a Receiving Party must comply with the
22 provisions of Section XIV below.

23 2. Protected Material must be stored and maintained by a Receiving
24 Party at a location and in a secure manner that ensures that access is
25 limited to the persons authorized under this Order.

26 B. Disclosure of "CONFIDENTIAL" Information or Items

27 1. Unless otherwise ordered by the Court or permitted in writing by
28 the Designating Party, a Receiving Party may disclose any information

1 or item designated “CONFIDENTIAL” only to:

2 a. The Receiving Party’s Outside Counsel of Record in this
3 Action, as well as employees of said Outside Counsel of Record
4 to whom it is reasonably necessary to disclose the information for
5 this Action;

6 b. The officers, directors, and employees (including House
7 Counsel) of the Receiving Party to whom disclosure is reasonably
8 necessary for this Action;

9 c. Experts (as defined in this Order) of the Receiving Party to
10 whom disclosure is reasonably necessary for this Action and who
11 have signed the “Acknowledgment and Agreement to Be Bound”
12 (Exhibit A);

13 d. The Court and its personnel;

14 e. Court reporters and their staff;

15 f. Professional jury or trial consultants, mock jurors, and
16 Professional Vendors to whom disclosure is reasonably necessary
17 for this Action and who have signed the “Acknowledgment and
18 Agreement to be Bound” attached as Exhibit A hereto;

19 g. The author or recipient of a document containing the
20 information or a custodian or other person who otherwise
21 possessed or knew the information;

22 h. During their depositions, witnesses, and attorneys for
23 witnesses, in the Action to whom disclosure is reasonably
24 necessary provided: (i) the deposing party requests that the
25 witness sign the “Acknowledgment and Agreement to Be
26 Bound;” and (ii) they will not be permitted to keep any
27 confidential information unless they sign the “Acknowledgment
28 and Agreement to Be Bound,” unless otherwise agreed by the

1 Designating Party or ordered by the Court. Pages of transcribed
2 deposition testimony or exhibits to depositions that reveal
3 Protected Material may be separately bound by the court reporter
4 and may not be disclosed to anyone except as permitted under this
5 Stipulated Protective Order; and

6 i. Any mediator or settlement officer, and their supporting
7 personnel, mutually agreed upon by any of the parties engaged in
8 settlement discussions.

9 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED
10 PRODUCED IN OTHER LITIGATION**

11 A. If a Party is served with a subpoena or a court order issued in other
12 litigation that compels disclosure of any information or items designated in
13 this Action as “CONFIDENTIAL,” that Party must:

14 1. Promptly notify in writing the Designating Party. Such
15 notification shall include a copy of the subpoena or court order;

16 2. Promptly notify in writing the party who caused the subpoena or
17 order to issue in the other litigation that some or all of the material
18 covered by the subpoena or order is subject to this Protective Order.
19 Such notification shall include a copy of this Stipulated Protective
20 Order; and

21 3. Cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be
23 affected.

24 B. If the Designating Party timely seeks a protective order, the Party served
25 with the subpoena or court order shall not produce any information designated
26 in this action as “CONFIDENTIAL” before a determination by the Court from
27 which the subpoena or order issued, unless the Party has obtained the
28 Designating Party’s permission. The Designating Party shall bear the burden

1 and expense of seeking protection in that court of its confidential material and
2 nothing in these provisions should be construed as authorizing or encouraging
3 a Receiving Party in this Action to disobey a lawful directive from another
4 court.

5 **X. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
6 PRODUCED IN THIS LITIGATION**

7 A. The terms of this Order are applicable to information produced by a
8 Non-Party in this Action and designated as "CONFIDENTIAL." Such
9 information produced by Non-Parties in connection with this litigation is
10 protected by the remedies and relief provided by this Order. Nothing in these
11 provisions should be construed as prohibiting a Non-Party from seeking
12 additional protections.

13 B. In the event that a Party is required, by a valid discovery request, to
14 produce a Non-Party's confidential information in its possession, and the Party
15 is subject to an agreement with the Non-Party not to produce the Non-Party's
16 confidential information, then the Party shall:

17 1. Promptly notify in writing the Requesting Party and the Non-
18 Party that some or all of the information requested is subject to a
19 confidentiality agreement with a Non-Party;

20 2. Promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this Action, the relevant discovery request(s), and a
22 reasonably specific description of the information requested; and

23 3. Make the information requested available for inspection by the
24 Non-Party, if requested.

25 C. If the Non-Party fails to seek a protective order from this court within
26 14 days of receiving the notice and accompanying information, the Receiving
27 Party may produce the Non-Party's confidential information responsive to the
28 discovery request. If the Non-Party timely seeks a protective order, the

1 Receiving Party shall not produce any information in its possession or control
2 that is subject to the confidentiality agreement with the Non-Party before a
3 determination by the court. Absent a court order to the contrary, the Non-Party
4 shall bear the burden and expense of seeking protection in this court of its
5 Protected Material.

6 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Stipulated Protective Order, the Receiving Party must immediately (1) notify in
10 writing the Designating Party of the unauthorized disclosures, (2) use its best efforts
11 to retrieve all unauthorized copies of the Protected Material, (3) inform the person or
12 persons to whom unauthorized disclosures were made of all the terms of this Order,
13 and (4) request such person or persons to execute the “Acknowledgment and
14 Agreement to be Bound” that is attached hereto as Exhibit A.

15 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
16 PROTECTED MATERIAL**

17 Inadvertent production of any document or information subject to a
18 confidentiality designation shall be governed by Fed. R. Evid. 502. Pursuant to
19 subsections (d) and (e) of that Rule, the parties agree to, and the Court orders,
20 protection of Protected Information against claims of waiver (including as against
21 third parties and in other Federal and State proceedings) in the event such information
22 is produced during the course of the Action, whether pursuant to a Court order, a
23 party’s discovery request, or informal production, as follows:

24 A. the production of documents or electronically stored information
25 (“ESI”) (including, without limitation, metadata) subject to a legally
26 recognized claim of privilege or other protection from production or other
27 disclosure (collectively, “Protected Information”), including without
28 limitation the attorney-client privilege and work-product doctrine, shall in no

1 way constitute the voluntary disclosure of such Protected Information.

2 B. the production of Protected Information shall not result in the waiver of
3 any privilege or protection associated with such Protected Information as to
4 the receiving party, or any third parties, and shall not result in any waiver of
5 protection, including subject matter waiver, of any kind if the producing party
6 has taken reasonable steps such as a key word search;

7 C. if any document or ESI (including, without limitation, metadata)
8 received by a party is on its face clearly subject to a legally recognizable
9 privilege, immunity, or other right not to produce such information, the
10 Receiving Party will promptly notify the Producing Entity in writing that it has
11 discovered Protected Information, identify the Protected Information by Bates
12 Number range, and return or sequester such Protected Information until the
13 Producing Entity confirms whether it does indeed assert any privilege
14 protecting this information. Once the Producing Entity asserts privilege over
15 such Protected Information (as described in Subparagraph (e) below), the
16 Receiving Party will return, sequester, or destroy all copies of such Protected
17 Information, along with any notes, abstracts or compilations of the content
18 thereof, within ten (10) business days of notice from the Producing Entity;

19 D. if the Producing Entity intends to assert a claim of privilege or other
20 protection over Protected Information identified by the Receiving Party, the
21 Producing Entity will, within ten (10) business days of receiving the Receiving
22 Party's written notification, inform the Receiving Party of such intention in
23 writing and shall provide the Receiving Party with a log for such Protected
24 Information that is consistent with the requirements of the Federal Rules of
25 Civil Procedure, setting forth the basis for the claim of privilege, immunity or
26 basis for non-disclosure, and in the event, if any portion of the Protected
27 Information does not contain privileged or protected information, the
28 Producing Entity shall also provide to the Receiving Party a redacted copy of

1 the Protected Information that omits the information that the Producing Entity
2 believes is subject to a claim of privilege, immunity or other protection;
3 E. if, during the course of the litigation, a party determines it has produced
4 Protected Information, the Producing Entity may notify the Receiving Party of
5 such production in writing. The Producing Entity's written notice must
6 identify the Protected Information by Bates Number range, the privilege or
7 protection claimed, and the basis for the assertion of the privilege. The
8 Producing Entity shall provide the Receiving Party with a log for such
9 Protected Information that is consistent with the requirements of the Federal
10 Rules of Civil Procedure, setting forth the basis for the claim of privilege,
11 immunity or basis for non-disclosure, and in the event any portion of the
12 Protected Information does not contain privileged or protected information,
13 the Producing Entity shall also provide to the Receiving Party a redacted copy
14 of the Protected Information that omits the information that the Producing
15 Entity believes is subject to a claim of privilege, immunity or other protection.
16 The Parties agree that privilege log will be presented in table format to include
17 the following to the extent practicable: Document Type, Author, Date, To
18 Recipients, cc Recipients, bcc Recipients, Privilege type, and Description
19 sufficient to explain basis of privilege. The Producing Entity must also demand
20 the return of the Protected Information. After receiving such written
21 notification, the Receiving Party must, within ten (10) business days of
22 receiving the written notification, return, sequester, or destroy the specified
23 Protected Information and any copies, along with any notes, abstracts or
24 compilations of the content thereof;

25 F. a Receiving Party's return, sequestration, or destruction of such
26 Protected Information as provided in the Subparagraphs above will not act as
27 a waiver of the Receiving Party's right to move for the production of the
28 returned, sequestered, or destroyed Protected Information on grounds that the

1 Protected Information is not in fact subject to a viable claim of privilege or
2 other protection. However, the Receiving Party is prohibited and estopped
3 from arguing that the Producing Entity's production of the Protected
4 Information in this matter acts as a waiver of applicable privileges or
5 protections, that the disclosure of the Protected Information by the Producing
6 Entity was not inadvertent, that the Producing Entity did not take reasonable
7 steps to prevent the disclosure of the Protected Information, or that the
8 Producing Entity did not take reasonable steps to rectify such disclosure; and
9 G. nothing contained herein is intended to or shall limit a Producing
10 Entity's right to conduct a review of documents or ESI (including, without
11 limitation, metadata), for relevance, responsiveness, and/or the segregation of
12 privileged and/or protected information before such information is produced
13 to the Receiving Party.

14 **XIII. MISCELLANEOUS**

15 A. Right to Further Relief

16 Nothing in this Order abridges the right of any person to seek its modification
17 by the Court in the future.

18 B. Right to Assert Other Objections

19 By stipulating to the entry of this Protective Order, no Party waives any right
20 it otherwise would have to object to disclosing or producing any information or item
21 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
22 waives any right to object on any ground to use in evidence of any of the material
23 covered by this Protective Order.

24 C. Filing Protected Material

25 A Party that seeks to file under seal any Protected Material must comply with
26 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
27 court order authorizing the sealing of the specific Protected Material at issue. If a
28 Party's request to file Protected Material under seal is denied by the Court, then the

1 Receiving Party may file the information in the public record unless otherwise
2 instructed by the Court.

3 **XIV. FINAL DISPOSITION**

4 A. After the final disposition of this Action, as defined in Section V, within
5 sixty (60) days of a written request by the Designating Party, each Receiving
6 Party must return all Protected Material to the Producing Party or destroy such
7 material. As used in this subdivision, “all Protected Material” includes all
8 copies, abstracts, compilations, summaries, and any other format reproducing
9 or capturing any of the Protected Material. Whether the Protected Material is
10 returned or destroyed, the Receiving Party must submit a written certification
11 to the Producing Party (and, if not the same person or entity, to the Designating
12 Party) by the 60 day deadline that (1) identifies (by category, where
13 appropriate) all the Protected Material that was returned or destroyed and (2)
14 affirms that the Receiving Party has not retained any copies, abstracts,
15 compilations, summaries or any other format reproducing or capturing any of
16 the Protected Material. Notwithstanding this provision, Counsel are entitled to
17 retain an archival copy of all pleadings, motion papers, trial, deposition, and
18 hearing transcripts, legal memoranda, correspondence, deposition and trial
19 exhibits, expert reports, attorney work product, and consultant and expert work
20 product, even if such materials contain Protected Material. Any such archival
21 copies that contain or constitute Protected Material remain subject to this
22 Protective Order as set forth in Section V.

23 B. Any violation of this Order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or
25 monetary sanctions.

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28 ///

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 Dated: April 25, 2024

3 /s/ Marc M. Seltzer

4 Marc M. Seltzer (54534)

5 mseltzer@susmangodfrey.com

6 Argie L. Mina (331617)

7 amina@susmangodfrey.com

8 SUSMAN GODFREY L.L.P.

9 1900 Avenue of the Stars, Suite 1400

10 Los Angeles, California 90067-6029

11 Tel: (310) 789-3100

12 Fax: (310) 789-3150

13 Harry P. Susman (*Pro Hac Vice*)

14 hsusman@susmangodfrey.com

15 SUSMAN GODFREY L.L.P.

16 1000 Louisiana, Suite 5100

17 Houston, Texas 77002

18 Tel: (713) 651-9366

19 Fax: (713) 654-6666

20 *Attorneys for Plaintiff Keto5 Inc.*

21 Dated: April 25, 2024

22 /s/ Ian T. Logan

23 Mark C. Humphrey (SBN 291718)

24 mxh@msk.com

25 Andrew C. Spitser (SBN 255917),

26 acs@msk.com

27 Mark C. Humphrey (SBN 291718),

28 mxh@msk.com

1 Ian T. Logan (SBN 328857),

2 itl@msk.com

3 MITCHELL SILBERBERG & KNUPP

4 LLP

5 2049 Century Park East, 18th Floor

6 Los Angeles, California 90067

7 Tel: (310) 312-2000

8 Fax: (310) 312-3100

9 *Attorneys for Defendant and*
10 *Counterclaimant Bariatix Nutrition*
11 *Corporation*

12 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

13 Dated: 4/29/2024

14 /s/ Charles F. Eick

15 HON. CHARLES F. EICK

16 United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, _____ [print or type full name], of _____
5 _____ [print or type full address], declare under penalty of perjury that I have
6 read in its entirety and understand the Stipulated Protective Order that was issued by
7 the United States District Court for the Central District of California on [DATE] in
8 the case of *Keto5 Inc. v. Bariatric Nutrition Corporation*, Case No. 2:23-cv-07936-
9 JLS-E. I agree to comply with and to be bound by all the terms of this Stipulated
10 Protective Order and I understand and acknowledge that failure to so comply could
11 expose me to sanctions and punishment in the nature of contempt. I solemnly promise
12 that I will not disclose in any manner any information or item that is subject to this
13 Stipulated Protective Order to any person or entity except in strict compliance with
14 the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court
16 for the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [print or
19 type full name] of _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

24 || Date: _____

25 || City and State where sworn and signed:

26 || Printed Name:

27 || Signature:

ATTESTATION

I, Marc M. Seltzer, hereby certify that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

Dated: April 29, 2024

/s/ Marc M. Seltzer

*Attorneys for Plaintiff
Keto5 Inc.*